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1193**

Mar 24 01 12:43a Ritter

(703) 518-4489

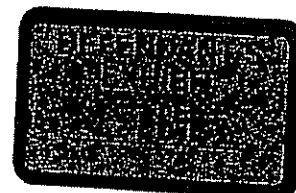
P 1

3/24/01

To: Tim Graham

From: J. Ritter

For - 3



CONFIDENTIAL
3WC 0008032

Mar 24 01 12 43a Ritter

(703) 518-4488

P-2

Winstar Subcontract Documentation

Order of documents (Number corresponds to number in bottom right hand corner of document)

Services for 1Q99

1 Winstar Invoice 663039 \$25,000 000

Services for 2Q99

2 Winstar PO WNE 2797

3 Winstar Invoice 663158 \$33,873 091

Services for 3Q99

4 Winstar Invoice 663535 \$36,536 473

5 Lucent Invoice ER911395 \$38,000 000 (ref Winstar PO WNE 3548)

6 Winstar backup

Services for 4Q99

7 Lucent PO AS025971 \$38,500,000

8 Winstar Invoice to Lucent \$38,758,042 (ref Lucent PO AS025971)

9 Lucent Invoice ER002010 \$38,758,042 (ref Winstar PO WNE 4579)

10 Backup to Winstar invoice

Services for 1Q00

11 Winstar PO WNE 5737

12 Lucent PO AS026074

13 Winstar invoice to Lucent \$55 485,175

14 Lucent invoice SU012489 \$55,485 175 (ref Winstar PO WNE 5737)

15 Backup to Winstar invoice (ref Lucent PO AS026074)

Services for 2Q00

16 Winstar PO WVF1 1221

17 Lucent PO AS026145

18 Winstar invoice to Lucent \$67,400,000 (ref Lucent PO AS026145)

19 Lucent invoice SU019955 \$67,388,372 (ref Winstar PO WVF1 1166)

20 Backup to Winstar invoice

Services for 3Q00

21 Winstar PO WVF1 2958

22 Lucent PO to Winstar

23 Winstar invoice to Lucent

24 Lucent invoice SU023859 \$67,291,934 (ref Winstar PO WVF1 2958)

25 Winstar Backup

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3WC 0008033

Mar 24 01 12 43a Ritter

(703) 518-4488

P 3

1Q '99

CONFIDENTIAL
3WC 0008034

Mar 24 01 12 43a Ritter
MAR-23-2001 22 16

(703) 518-4488

P 4
P 12/12

Statement and Invoice

12 June 1999

Lucent Technologies

800 Mountain Avenue
Murray Hill, NJ 07974
ATTN: Mr. Chuck Kaylor

FOR BILLING INQUIRIES, PLEASE CALL 1-800-223-4767
FOR SERVICE INQUIRIES, PLEASE CALL 1-800-275-6496

INVOICE NUMBER 863039

ACCOUNT NUMBER A9327187
FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges \$0.00

DATE PAYMENTS AND ADJUSTMENTS

AMOUNT

Re P.O. AS025655 and P.O. AS025681 Charges for the services listed below for the period 1/1/99 through 3/31/99
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
Wire Engineering, Network Integration (CO Hubs, B-Sites), Site Survey and Site Acquisition

Total Charges-Others \$25,000.000

Total Due (Payment Due on 6/30/99) \$25,000.000

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits can be available in less than one week. Please call your Account Manager to place an order

To insure proper credit, please detach this portion and return with remittance

1 June, 1999

Invoice Number 863039
Account Number A9327187

Please make checks payable to

WINSTAR WIRELESS, INC
1577 SPRINGHILL RD
ATTN: ACCOUNTS RECEIVABLE
VIENNA VA 22182

Amount Due \$25,000,000.00

TOTAL P 12

CONFIDENTIAL
3WC 0008035

Mar 24 01 12 43a Ritter

(703) 518-4488

P 5

2 Q '99

CONFIDENTIAL
3WC 0008036

Mar 24 01 12 44a Ritter

(703) 518-4488

P. 6

MAR-23-2001 22:15

P 18/12

PURCHASE ORDER

Winstar Network Expansion, LLC

1577 Spring Hill Rd
Vienna VA 22182-2223
United StatesVendor: LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States

Fax: 404 573 4669

Purchase Order	Date	Revision	Page
WNE 0000002787	07/30/1999		1
Payment Terms	Freight Terms	Ship Via	
Net 30	OPR	COMMON	
Buyer	Carrier/Buyer	Currency Code	USD
Ship To	7709 LEECHBURG PIKE FALLS CHURCH VA 22043 United States		

Bill To: 1577 SPRINGHILL ROAD
VIENNA VA 22182
United States

Vendor ID	0000000047	Reference	LUCENT / PROJECT SUPPORT	Tax Exempt ID	N	Tax Exempt ID	
Line-Sched	Vendor Part #	Description	Qty	UOM	PO Price	Extended Amt	Due Date
1	1	NETWORK SERVICES REQUIRED IN SUPPORT OF THE WINSTAR PURCHASE ORDERS IDENTIFIED BELOW SERVICES ARE REQUIRED TO DELIVER THE NETWORK SERVICES ASSOCIATED WITH THE SCOPE OF WORK IDENTIFIED IN THE WINSTAR / LUCENT SUPPLY AGREEMENT	1.00	LOC	000.000.000.000	34.000.000.00	07/30/1999

WINSTAR PO #

WLS-161

WNE 1279 --- OCT 10 # 2060121 TYT ALA

WNE 1217 --- # 6190921 7/15/99 BY HANNAH & PHILIP RECHMAN OK OK

WNE 1752 --- # 6190921 ATL (WTCAS/TAI)

WNE 1749 --- # 6190921 WDC DC. WASH

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WINSTAR
LUCENT SUPPLY AGREEMENT DATED OCTOBER 21 1998PLEASE NOTE: WINSTAR PO # MUST BE INDICATED ON ALL INVOICES SUBMITTED FOR PAYMENT. FAILURE TO
INDICATE PO# ON INVOICE MAY RESULT IN INVOICE BEING RETURNED UNPAID. ALL
QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO
BRAD SHELTON AT 703/254-5577. THANK YOU

ORIGINATOR: STEVE LIDD

Total PO Amount 34,000,000.00

All shipments, shipping papers, invoices and correspondence must
be identified with our purchase order number. Overshipments will
not be accepted unless authorized by Buyer prior to shipment.CONFIDENTIAL
3WC 0008037

(2)

Mar 24 01 12:44a Ritter
MAR-23-2001 22 15

(703) 518-4488 P 09/12 P 7

Statement and Invoice

03 Aug, 1999

Lucent Technologies

Lucent AS025719
P.O. Box 105651
Atlanta, GA. 30348-5651

FOR BILLING INQUIRIES, PLEASE CALL 1-800-223-4767
FOR SERVICE INQUIRIES, PLEASE CALL 1-800-375-6466

INVOICE NUMBER 663158
ACCOUNT NUMBER: A5327167
FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges \$0.00

DATE PAYMENTS AND ADJUSTMENTS

Re. P.O. AS025719 Charges for the services listed below for the period 4/1/99 through 7/31/99
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
Wire Engineering, Network Integration (CO, Hubs, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs \$27,838,792
Total - Indirect Costs \$6,034,289

Total Due (Payment Due in 30 days) \$33,873,091

Need more capacity? With WinStar Wireless Fiber Service, additional links on existing circuits can be available in less than one week. Please call your Account Manager to place an order.

CONFIDENTIAL
3WC 0008038

(2)

Mar 24 01 12 44a Ritter

(703) 518-4488

P 8

3 Q '99

CONFIDENTIAL
3WC 0008038

Mar 24 01 12 44a Ritter
MAR-23-2001 22 14

(703) 518-4488 P 05/12 P 9

Statement and Invoice

18 Oct 1999

Lucent Technologies

Lucent AS025828
P O Box 103651
Atlanta, GA. 30348-5651

FOR BILLING INQUIRIES, PLEASE CALL 1-800-223-4767
FOR SERVICE INQUIRIES, PLEASE CALL 1-800-376-4436

INVOICE NUMBER 663535
ACCOUNT NUMBER A0327107
FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00
Total Current Charges	\$0.00

DATE PAYMENTS AND ADJUSTMENTS

Re: P O AS025828. Charges for the services listed below for the period 7/1/99 through 9/30/99
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction,
Broadband Router Engineering, Inside Wire Engineering, Network Integration of Central Offices with Hubs
and B-Sites.

Total Direct Costs \$26,588,400
Total - Indirect Costs \$9,948,073

Total Due (Payment Due in 30 days) \$38,536,473

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week. Please call your Account Manager to place an order

(4)
CONFIDENTIAL
3WC 0008040

Mar 24 01 12 44a Ritter
MAR-23-2001 22 14

(703) 518-4488

P 11
P 66/12

										2019										Estimated Lucrati Billing									

Mar 24 01 12 46a Ritter

(703) 518-4488

P 1

3/24/01

To Tim Graham

From J. F. H.

Ritter 2 5 3

CONFIDENTIAL
3WC 0008044

Mar 24 01 12 48a Ritter

(703) 518-4488

P 2

4 Q '99

CONFIDENTIAL
3WC 0008045

Mar 24 01 12 46a Ritter

(703) 518-4488

P 3

MAR-23-2001 22 13

SHIP TO

DATE 01/24/01 P 01/12

LUCENT TECHNOLOGIES
AS025071

M M GOWDY

900 NORTH POINT PKY
ALPHARETTA, GA 30202SEND PURCHASING CORRESPONDENCE TO:
LUCENT TECHNOLOGIES
PURCHASING RM 925540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

VENDOR:

WINSTAR COMMUNICATIONS
ATTN: STEVE LIDD
7799 LEESEBURG PIKE
TYSON'S CORNER VA 22043SEND INVOICES TO:
LUCENT AS025071
P O. BOX 108451
ATLANTA, GA 30349-5651
1-866-290-3800 07:00-04:15 EST

QUESTIONS REGARDING:

PURCHASING JOHN QUINN (770) 750-2573
TRANSP:404-573-4516

F O B TERMS

PAY TERM NET 30

TAX EXEMPT-PURCHASED FOR RESALE
TAX CERT NO.175-70-36542-7F.O.B. POINT:
NO C.O.D. INCLUDE PACKING LIST. DO NOT DECLARE VALUE. ON RELEASE VALUE USE VALUE
RESULTING IN LOWEST CHARGE COMBINE ALL SAME DAY SHIPMENTS TO SAME CONSIGNEE, SAME
CARRIER, ON SAME B/L (NOT APPLICABLE ON JIT & RUSH). COMPLY WITH PACKING DESIGN.
ROUTING:THIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (09-01-99 TO 12-31-99)

PURCHASE ORDER

REQUIRED AT DESTINATION

PROMISED AT DESTINATION

ITEM	QTY	ORD	PART-ID	PRICE
01	1	JOB		\$38,500,000.00 E JOB
SWITCH SITE PLANNING AND CONSTRUCTION, NETWORK INTEGRATION (CO, HUBS & S-SITES), HUB SITE PLANNING AND CONSTRUCTION				
ESTIMATED ORDER VALUE				38,500,000.00

YEAR 2000 WARRANTYSUPPLIER WARRANTS TO COMPANY AND ITS CUSTOMERS THAT THE DELIVERABLES
PROVIDED BY SUPPLIER TO COMPANY PURSUANT TO THIS AGREEMENT AND SUPPLIER'S
INTERNAL SYSTEMS SHALL: (1) OPERATE IN THE SAME MANNER BEFORE, DURING AND

***** CONTINUED *****

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE HOWEVER IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
CONTRACT SET ARE THOSE ON THE REVERSE SIDE OF THAT PAGE

LY 1120 (5/94)

CONFIDENTIAL
3WC 0008046

(7a)

Mar 24 01 12 46a Ritter
MAR-23-2881 22 14

(703) 518-4488

P 4

DATE:01/20/00 PAGE: 2

P 82/12

AFTER JANUARY 1, 2000 (WITHOUT LIMITATION AS TO TIME), AND (II), RECORD,
ACCESS, STORE AND PRESENT DATA CONTAINING DATES IN THE YEAR 2000, AND
HEREAFTER WITHOUT LIMITATION AS TO TIME, IN THE SAME MANNER AS DATA
CONTAINING DATES PRIOR TO THE YEAR 2000

**** END OF ORDER **** END OF ORDER **** END OF ORDER ****

PURCHASE ORDER

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC
1000 GUY L ST. NEW YORK, NY 10020-1300

LT-1120 (SMA)

TOTAL P 83

76

CONFIDENTIAL
3WC 0008047

Mar 24 01 12 46a Ritter
MAR-23-2001 19 21

(703) 518-4488

P 5

P 04/16

Statement and Invoice

21 JAN 2000

Lucent Technologies

FOR BILLING INQUIRIES PLEASE CALL
FOR SERVICE INQUIRIES PLEASE CALL

1-800-223-4767
1-800-275-6436

Lucent
800 North Point Parkway
Room 83N750J
Alpharetta, GA 30005

ACCOUNT NUMBER
FEDERAL TAX ID

A9327187

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	\$0 00
Access Charges	\$0 00
Equipment Charges	\$0 00
Federal Excise Tax	\$0 00
Sales Tax	\$0 00
Local Tax	\$0 00
Gross Receipt Sales Tax	\$0 00
Total Current Charges	\$0 00

DATE PAYMENTS AND ADJUSTMENTS

Re PO AS025971 Charges for the services listed below for the period 10/1/99 through 12/31/99
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
Inside Wire Engineering, Network Integration (CO, Hub, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs
\$31,167 736
Total Indirect Costs
\$7 590,306

Total Due
(Payment Due in
30 days)
\$38 758 042

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week Please call your Account Manager to place an order

(8)

CONFIDENTIAL
3WC 0008048

Mar 24 01 12 46a Ritter

(703) 518-4488

P-6

TOTAL P 02

INVOICE

LUCENT TECHNOLOGIES INC
P O BOX 100317
ATLANTA GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Ship To
WINSTAR COMMUNICATIONS
7711 BELMONT BLVD
FALLS CHURCH VA 22041

Bill To
WINSTAR BUSINESS
7115 BERRY AVE SW
ATTENTION: JOHN LEONE 3RD FLOOR
MEMPHIS VA 20171

Invoice Number 40020310
Invoice Date 02/11/00
Account Number 00101618
Page Number 1

Customer P O N		LUC Reference #		Customer Code		Terms		Invoice #		POB	
WIN00000519						NET 30 DAYS				01/11/00	
Item No.	Local Order	Ship Date	Ship Method	Ship Date	Part Number Description	Quantity	Quantity Ordered	Unit Price	PA	Quantity Shipped	Total Price
00001	037447E	02/11/00			1-1 WINSTAR SERVICES WINSTAR SMILTZ NETWORK SERVICES REQUIRED IN SUPPORT OF THE WINSTAR SERVICES ARE REQUIRED TO ASSIST THE NETWORK SERVICES ASSOCIATED WITH THE SCORPION WAVE TOGETHER IN THE BIRNBAUGH SUPPLY AGREEMENT END OF LAST PAGE					338,750 042 00	
Sub Total											\$ 338,750 042 00
Less Advance Payment											
Transportation											00
Tax											00
Total Due											\$ 338,750 042 00

Quantity Shipped
Year Amount
000

01/11/00
(400) 518 4488

WINSTAR BUSINESS
7115 BERRY AVE SW
ATTENTION: JOHN LEONE 3RD FLOOR
MEMPHIS VA 20171

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE

ORIGINAL

RETURN THIS PORTION WITH PAYMENT

LUCENT TECHNOLOGIES INC P O BOX 100317 ATLANTA GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR BUSINESS 7115 BERRY AVE SW ATTENTION: JOHN LEONE 3RD FLOOR MEMPHIS VA 20171	
Item No.	Local Order	Ship Date	Ship Method
00001	037447E	02/11/00	
Sub Total			\$ 338,750 042 00
Less Advance Payment			
Transportation			00
Tax			00
Total Due			\$ 338,750 042 00

9a

P 15/16

CONFIDENTIAL
3WC 0008049

MAR-23-2001 22 12

Mar 24 01 12 47a
MAR-23-2001 19 28

Ritter

(703) 518-4488

P.7

P 03/16

INVOICE

LUCENT TECHNOLOGIES INC
P O BOX 100317
ATLANTA GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO: WINSTAR COMMUNICATIONS
7700 LEBESQUE PIKE

BILL TO: WINSTAR WIRELESS
2545 HORSE PEN ROAD
ATTENTION JOHN LEGNE-3RD FLOOR

FALLS CHURCH VA 22043

HERNDON VA 20171

INVOICE NUMBER ER002010
INVOICE DATE 03/14/00
ACCOUNT NUMBER 1001098308
PAGE NUMBER 1
PAYMENT DUE 04/19/00

DATE	DESCRIPTION	AMOUNT	NET 30 DAYS	AUDIT #
00001	02/7/00			
00002	02/13/00			
00003	02/13/00			
00004	02/13/00			
00005	02/13/00			
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00199	02/13/00			
00200	02/13/00			

RETURN THIS PORTION WITH PAYMENT

REMIT TO:

LUCENT TECHNOLOGIES INC
P O BOX 100317
ATLANTA GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

WINSTAR WIRELESS
2545 HORSE PEN ROAD
ATTENTION JOHN LEGNE-3RD FLOOR

HERNDON VA 20171

SUB TOTAL	\$ 38 758 042 00
LESS ADVANCE PAYMENT	
TRANSPORTATION	\$ 00
TAX	\$ 00
TOTAL DUE	\$ 38 758 042 00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS:
PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE

0000087504200

02002010

DUPLICATE

CONFIDENTIAL
3WC 0008050

96

MAR-23-2001 22 14

(703) 518-4488

P 8

P 83-12

(1994) 100-101

4TH QUARTER 1999
Aerial & Ground Diving

[illegible]

771406

Page 5

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403 UNION ACTIVITY

10

CONFIDENTIAL
3WC 0008051

Mar 24 01 12 47a Ritter

(703) 518-4488

p 9

1Q '00

CONFIDENTIAL
3WC 0008052

Mar 24 01 12 47a Ritter
MAR-23-2001 19 22

(703) 518-4488

P 10

Purchase Order

P 07/15

*Att. Jonathan Ritter
3 pages*

Winstar Network Expansion, LLC
1577 Spring Hill Rd
Vienna VA 22182 2223
USA

Purchase Order	Date	Revision	Page
WNE 000005737	03/28/2000		1
Payment Terms	Freight Terms	Ship Via	
Net 30	ORI	COMMON	
Buyer	Shallon, Brad	Currency Code	USD
SHIP TO 2545 Horse Pen Rd Hamdon VA 20171-3401 USA			

Vendor LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
USA

Cont: CHARLOTTE WILLIAMS
Fax: 404 573 4689

BILL TO 2545 Horse Pen Rd
ATTENTION JOHN LEONE C-3338
Hamdon VA 20171-3401
USA

Vendor ID	000000047	Reference	REQ 20018050408	Tax Exempt				Tax Exempt ID	
Line	Sched	Vendor Part #	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1	1		ARCHITECTURE		4 370 000 00	DOL	1 000	4 370 000 00	03/31/2000
2	1		WINSTAR END-USER SERVICES ENGINEERING		3 030 000 00	DOL	1 000	3 030 000 00	03/31/2000
3	1		LAB SERVICES		8 000 000 00	DOL	1 000	8 000 000 00	03/31/2000
4	1		CITY NETWORK PLANNING		5 530 000 00	DOL	1 000	5 530 000 00	03/31/2000
5	1		NETWORK CAPACITY ADMINISTRATION		6 600 000 00	DOL	1 000	6 600 000 00	03/31/2000
6	1		PROGRAM MANAGEMENT		2 085 000 00	DOL	1 000	2 085 000 00	03/31/2000
7	1		NETWORK INFRASTRUCTURE BUILDOUT 1		32 310 281 33	DOL	1 000	32 310 281 33	03/31/2000
8	1		NETWORK INFRASTRUCTURE BUILDOUT 2		110 753 78	DOL	1 000	110 753 78	03/31/2000
9	1		NETWORK INFRASTRUCTURE BUILDOUT 3		221 854 05	DOL	1 000	221 854 05	03/31/2000
10	1		NETWORK INFRASTRUCTURE BUILDOUT 4		759 884 84	DOL	1 000	759 884 84	03/31/2000
11	1		NETWORK INFRASTRUCTURE BUILDOUT 5		18 131 000 00	DOL	1 000	18 131 000 00	03/31/2000

ORIGINATOR USA HICKS 703-888-4289
C 5 SERVICES PER LUCENT SUPPLY AGREEMENT CY2000

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT BETWEEN WINSTAR AND LUCENT TECHNOLOGIES.

ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT 703/226-7677 THANK YOU

Total PO Amount 81,148,774 00

All shipments shipping papers invoices and correspondence must be identified with our purchase order number. Over shipments will not be accepted unless authorized by Buyer prior to shipment.

CONFIDENTIAL
3WC 0008053

Mar 24 01 12 47a Ritter
MAR-23-2001 19 23

(703) 518-4488

P 11

SHIP TO
LUCENT TECHNOLOGIES
AS026074
M M DOWDY
800 NORTH POINT PKY
ALPHARETTA, GA 30202

PURCHASE/SERVICE ORDER

P O. AS026074
DATE: 03/31/00 PAGE 1

P 10/16

VENDOR:
WINSTAR COMMUNICATIONS
ATTN: LISA HICKS
7799 LEESBURG PIKE
TYSON'S CORNER VA 22043

SEND PURCHASING CORRESPONDENCE TO
LUCENT TECHNOLOGIES
PURCHASING RM 93S540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

SEND INVOICES TO:
LUCENT AS026074
P.O BOX 105651
ATLANTA, GA 30348-5651
1-888-290-3500 07:30-04 15 EST

QUESTIONS REGARDING:
PURCHASING JOHN QUINN (770) 760-2593
TRNSP 404-573-4516
F O B TERMS

PAY TERMS NET 30
TAX EXEMPT. PURCHASED FOR RESALE
TAX CERT NO 175-79-36542-7
ON RELEASE VALUE USE VALUE

F O B POINT

INCLUDE PACKING LIST, DO NOT DECLARE VALUE ON RELEASE VALUE USE VALUE

ROUTING

THIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (01-01-00 TO 03-31-00)

REQUIRED AT DESTINATION

ALL ITEMS PROMISED AT DESTINATION:

ITEM	QTY	ORD	PART-ID	PRICE	
01	1	JOB		\$110,733.78	E JOB
SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 2					

ITEM	QTY	ORD	PART-ID	PRICE	
02	1	JOB		\$221,854.05	E JOB
SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 3					

***** CONTINUED *****

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
CONTRACT REPLACE THOSE ON THE REVERSE SIDE OF THIS PAGE

12a

LT 1120 15/8

CONFIDENTIAL
3WC 0008054

Mar 24 01 12 47a Ritter
MAR-23-2001 19 23

(703) 518-4488

P 12

PURCHASE/SERVICE ORDER

P O. AS026074

P 11/16

DATE 03/31/00 PAGE: 2

ITEM QTY ORD PART-ID
03 1 JOB

PRICE
\$759,884.84

E JOB

SUBCONTRACT FO NETWORK INFRASTRUCTURE BUILD-OUT 4

ITEM QTY ORD PART-ID
04 1 JOB

PRICE
\$18,131,000.00

E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 5

ITEM QTY ORD PART-ID
05 1 JOB

PRICE
\$32,310,281 00

E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 1

ESTIMATED ORDER VALUE 51,533,753

SUPPLIER WARRANTS TO COMPANY AND ITS CUSTOMERS THAT THE DELIVERABLES PROVIDED BY SUPPLIER TO COMPANY PURSUANT TO THIS AGREEMENT AND SUPPLIER'S INTERNAL SYSTEMS SHALL: (I) OPERATE IN THE SAME MANNER BEFORE, DURING AND AFTER JANUARY 1, 2000 (WITHOUT LIMITATION AS TO TIME), AND (II) RECORD, PROCESS, STORE AND PRESENT DATA CONTAINING DATES IN THE YEAR 2000, AND THEREAFTER WITHOUT LIMITATION AS TO TIME, IN THE SAME MANNER AS DATA CONTAINING DATES PRIOR TO THE YEAR 2000

**** END OF ORDER **** END OF ORDER **** END OF ORDER ****

MARY-KARDOMATEAS

LUCENT TECHNOLOGIES INC (126)
JOHN QUINN (770) 780-2593 (AUTHORIZED SIGNATURE), BUYE

CONFIDENTIAL
3WC 0008055

Mar 24 01 12 48a Ritter
MRR-23-2001 19 22

(703) 518-4488

P. 13

P 08/16

Statement and Invoice

05 MAY 2000

Lucent Technologies

FOR BILLING INQUIRIES PLEASE CALL
FOR SERVICE INQUIRIES PLEASE CALL

1-800-223-4767
1-800-375-6496

Lucent
800 North Point Parkway
Room 83N750J
Alpharetta, GA 30005

ACCOUNT NUMBER:
FEDERAL TAX ID

A9327187

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	
Access Charges	\$0 00
Equipment Charges	\$0 00
Federal Excise Tax	\$0 00
Sales Tax	\$0 00
Local Tax	\$0 00
Gross Receipt Sales Tax	\$0 00

\$0 00

DATE PAYMENTS AND ADJUSTMENTS

Re- PO AS026074 Charges for the services listed below for the period 01/01/2000 through 03/31/2000
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
Inside Wire Engineering, Network Integration (CO, Hub, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs
\$39 840,595
Total Indirect Costs
\$15 644 580

Total Due
(Payment Due in
30 days)
\$55 485 175

Lucent Technologies Invoice for Direct and Indirect Labor Second Qtr 2000 Acct Number A9327187

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week Please call your Account Manager to place an order

13

CONFIDENTIAL
3WC 0008058

Mar 24 01 12 48a
MAR-23-2001 19 21

Ritter

(703) 518-4488

P 14

06/16

INVOICE

LUCENT TECHNOLOGIES INC
P O BOX 100317
ATLANTA GA 30384-0317
ATTN ACCOUNTS RECEIVABLESHIP TO: WINSTAR TELECOMMUNICATIONS
2545 HORSE PEN ROAD
HERNDON VA 20171BILL TO: WINSTAR WIRELESS
ATTN JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171INVOICE NUMBER 50012489
INVOICE DATE 08/23/00
ACCOUNT NUMBER 100109038
PAGE NUMBER 1
PAYMENT DUE 07/23/00

00001	00002	00003	00004	00005	00006	00007	00008	00009	00010	00011	00012	00013	00014	00015	00016	00017	00018	00019	00020	00021	00022	00023	00024	00025	00026	00027	00028	00029	00030	00031	00032	00033	00034	00035	00036	00037	00038	00039	00040	00041	00042	00043	00044	00045	00046	00047	00048	00049	00050	00051	00052	00053	00054	00055	00056	00057	00058	00059	00060	00061	00062	00063	00064	00065	00066	00067	00068	00069	00070	00071	00072	00073	00074	00075	00076	00077	00078	00079	00080	00081	00082	00083	00084	00085	00086	00087	00088	00089	00090	00091	00092	00093	00094	00095	00096	00097	00098	00099	00100	00101	00102	00103	00104	00105	00106	00107	00108	00109	00110	00111	00112	00113	00114	00115	00116	00117	00118	00119	00120	00121	00122	00123	00124	00125	00126	00127	00128	00129	00130	00131	00132	00133	00134	00135	00136	00137	00138	00139	00140	00141	00142	00143	00144	00145	00146	00147	00148	00149	00150	00151	00152	00153	00154	00155	00156	00157	00158	00159	00160	00161	00162	00163	00164	00165	00166	00167	00168	00169	00170	00171	00172	00173	00174	00175	00176	00177	00178	00179	00180	00181	00182	00183	00184	00185	00186	00187	00188	00189	00190	00191	00192	00193	00194	00195	00196	00197	00198	00199	00200	00201	00202	00203	00204	00205	00206	00207	00208	00209	00210	00211	00212	00213	00214	00215	00216	00217	00218	00219	00220	00221	00222	00223	00224	00225	00226	00227	00228	00229	00230	00231	00232	00233	00234	00235	00236	00237	00238	00239	00240	00241	00242	00243	00244	00245	00246	00247	00248	00249	00250	00251	00252	00253	00254	00255	00256	00257	00258	00259	00260	00261	00262	00263	00264	00265	00266	00267	00268	00269	00270	00271	00272	00273	00274	00275	00276	00277	00278	00279	00280	00281	00282	00283	00284	00285	00286	00287	00288	00289	00290	00291	00292	00293	00294	00295	00296	00297	00298	00299	00300	00301	00302	00303	00304	00305	00306	00307	00308	00309	00310	00311	00312	00313	00314	00315	00316	00317	00318	00319	00320	00321	00322	00323	00324	00325	00326	00327	00328	00329	00330	00331	00332	00333	00334	00335	00336	00337	00338	00339	00340	00341	00342	00343	00344	00345	00346	00347	00348	00349	00350	00351	00352	00353	00354	00355	00356	00357	00358	00359	00360	00361	00362	00363	00364	00365	00366	00367	00368	00369	00370	00371	00372	00373	00374	00375	00376	00377	00378	00379	00380	00381	00382	00383	00384	00385	00386	00387	00388	00389	00390	00391	00392	00393	00394	00395	00396	00397	00398	00399	00400	00401	00402	00403	00404	00405	00406	00407	00408	00409	00410	00411	00412	00413	00414	00415	00416	00417	00418	00419	00420	00421	00422	00423	00424	00425	00426	00427	00428	00429	00430	00431	00432	00433	00434	00435	00436	00437	00438	00439	00440	00441	00442	00443	00444	00445	00446	00447	00448	00449	00450	00451	00452	00453	00454	00455	00456	00457	00458	00459	00460	00461	00462	00463	00464	00465	00466	00467	00468	00469	00470	00471	00472	00473	00474	00475	00476	00477	00478	00479	00480	00481	00482	00483	00484	00485	00486	00487	00488	00489	00490	00491	00492	00493	00494	00495	00496	00497	00498	00499	00500	00501	00502	00503	00504	00505	00506	00507	00508	00509	00510	00511	00512	00513	00514	00515	00516	00517	00518	00519	00520	00521	00522	00523	00524	00525	00526	00527	00528	00529	00530	00531	00532	00533	00534	00535	00536	00537	00538	00539	00540	00541	00542	00543	00544	00545	00546	00547	00548	00549	00550	00551	00552	00553	00554	00555	00556	00557	00558	00559	00560	00561	00562	00563	00564	00565	00566	00567	00568	00569	00570	00571	00572	00573	00574	00575	00576	00577	00578	00579	00580	00581	00582	00583	00584	00585	00586	00587	00588	00589	00590	00591	00592	00593	00594	00595	00596	00597	00598	00599	00600	00601	00602	00603	00604	00605	00606	00607	00608	00609	00610	00611	00612	00613	00614	00615	00616	00617	00618	00619	00620	00621	00622	00623	00624	00625	00626	00627	00628	00629	00630	00631	00632	00633	00634	00635	00636	00637	00638	00639	00640	00641	00642	00643	00644	00645	00646	00647	00648	00649	00650	00651	00652	00653	00654	00655	00656	00657	00658	00659	00660	00661	00662	00663	00664	00665	00666	00667	00668	00669	00670	00671	00672	00673	00674	00675	00676	00677	00678	00679	00680	00681	00682	00683	00684	00685	00686	00687	00688	00689	00690	00691	00692	00693	00694	00695	00696	00697	00698	00699	00700	00701	00702	00703	00704	00705	00706	00707	00708	00709	00710	00711	00712	00713	00714	00715	00716	00717	00718	00719	00720	00721	00722	00723	00724	00725	00726	00727	00728	00729	00730	00731	00732	00733	00734	00735	00736	00737	00738	00739	00740	00741	00742	00743	00744	00745	00746	00747	00748	00749	00750	00751	00752	00753	00754	00755	00756	00757	00758	00759	00760	00761	00762	00763	00764	00765	00766	00767	00768	00769	00770	00771	00772	00773	00774	00775	00776	00777	00778	00779	00780	00781	00782	00783	00784	00785	00786	00787	00788	00789	00790	00791	00792	00793	00794	00795	00796	00797	00798	00799	00800	00801	00802	00803	00804	00805	00806	00807	00808	00809	00810	00811	00812	00813	00814	00815	00816	00817	00818	00819	00820	00821	00822	00823	00824	00825	00826	00827	00828	00829	00830	00831	00832	00833	00834	00835	00836	00837	00838	00839	00840	00841	00842	00843	00844	00845	00846	00847	00848	00849	00850	00851	00852	00853	00854	00855	00856	00857	00858	00859	00860	00861	00862	00863	00864	00865	00866	00867	00868	00869	00870	00871	00872	00873	00874	00875	00876	00877	00878	00879	00880	00881	00882	00883	00884	00885	00886	00887	00888	00889	00890	00891	00892	00893	00894	00895	00896	00897	00898	00899	00900	00901	00902	00903	00904	00905	00906	00907	00908	00909	00910	00911	00912	00913	00914	00915	00916	00917	00918	00919	00920	00921	00922	00923	00924	00925	00926	00927	00928	00929	00930	00931	00932	00933	00934	00935	00936	00937	00938	00939	00940	00941	00942	00943	00944	00945	00946	00947	00948	00949	00950	00951	00952	00953	00954	00955	00956	00957	00958	00959	00960	00961	00962	00963	00964	00965	00966	00967	00968	00969	00970	00971	00972	00973	00974	00975	00976	00977	00978	00979	00980	00981	00982	00983	00984	00985	00986	00987	00988	00989	00990	00991	00992	00993	00994	00995	00996	00997	00998	00999	01000	01001	01002	01003	01004	01005	01006	01007	01008	01009	01010	01011	01012	01013	01014	01015	01016	01017	01018	01019	01020	01021	01022	01023	01024	01025	01026	01027	01028	01029	01030	01031	01032	01033	01034	01035	01036	01037	01038	01039	01040	01041	01042	01043	01044	01045	01046	01047	01048	01049	01050	01051	01052	01053	01054	01055	01056	01057	01058	01059	01060	01061	01062	01063	01064	01065	01066	01067	01068	01069	01070	01071	01072	01073	01074	01075	01076	01077	01078	01079	01080	01081	01082	01083	01084	01085	01086	01087	01088	01089	01090	01091	01092	01093	01094	01095	01096	01097	01098	01099	01100	01101	01102	01103	01104	01105	01106	01107	01108	01109	01110	01111	01112	01113	01114	01115	01116	01117	01118	01119	01120	01121	01122	01123	01124	01125	01126	01127	01128	01129	01130	01131	01132	01133	01134	01135	01136	01137	01138	01139	01140	01141	01142	01143	01144	01145	01146	01147	01148	01149	01150	01151	01152	01153	01154	01155	01156	01157	01158	01159	01160	01161	01162	01163	01164	01165	01166	01167	01168	01169	01170	01171	01172	01173	01174	01175	01176	01177	01178	01179	01180	01181	01182	01183	01184	01185	01186	01187	01188	01189	01190	01191	01192	01193	01194	01195	01196	01197	01198	01199	01200	01201	01202	01203	01204	01205	01206	01207	01208	01209	01210	01211	01212	01213	01214	01215	01216	01217	01218	01219	01220	01221	01222	01223	01224
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3/24/01

To Tim Graham

From J. H.

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(703) 518-4488

P 2

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(703) 518-4489

P 10/16 P 3

Purchase Order

CHANGE ORDER

winstar

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United States

Purchase Order	Date	Revision	Page
WVF1- 0000001221	08/30/2000	1-07/05/2000	1
Payment Terms	Freight Terms	Ship Via	
Net 30	OTB	COMMON	
Buyer	Shipment	Currency Code	
SHIP TO: 2548 Horse Pen Rd		USD	
Hamden VA 20171-3401			
United States			

Vendor LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States
Fax: 404 573 4689

BILL TO: 2548 Horse Pen Rd
ATTENTION JULIAN HADJAD
Hamden VA 20171-3401
United States

Vendor ID	0000000047	Reference	REQ 2000072/1209	Tax Exempt? N Tax Exempt ID:				
Line-Seq	Vendor Part #	Description	Qty	Qty	UOM	PQ Price	Extended Amt	Due Date
1	1	SYNC MONITORING PLAN SERVICE, TRAINING DEVELOPMENT		2,158,711.00	DOL	1.000	2,158,711.00	06/30/2000
2	1	NETWORK INFRASTRUCTURE BUILDOUT 1		23,786,306.00	DOL	1.000	23,786,306.00	08/30/2000
3	1	NETWORK INFRASTRUCTURE BUILDOUT 2		3,910,968.00	DOL	1.000	3,910,968.00	08/30/2000
4	1	NETWORK INFRASTRUCTURE BUILDOUT 3		1,028,861.00	DOL	1.000	1,028,861.00	06/30/2000
5	1	NETWORK INFRASTRUCTURE BUILDOUT 4		4,802,947.00	DOL	1.000	4,802,947.00	08/30/2000
6	1	NETWORK INFRASTRUCTURE BUILDOUT 5		5,138,811.00	DOL	1.000	5,138,811.00	06/30/2000
7	1	NETWORK INFRASTRUCTURE BUILDOUT 6		22,705,391.00	DOL	1.000	22,705,391.00	08/30/2000

OPERATOR: LISA HICKS

LUCENT TRACKING NO. ES-PM-CN-7010
NETWORK SYNCHRONIZATION

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT BETWEEN WINSTAR TELECOMMUNICATIONS, INC. AND LUCENT TECHNOLOGIES, INC. DATED OCTOBER 21, 1998.

ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT 703/226-7877. THANK YOU.

Total PO Amount **69,547,683.00**

All shipments, shipping papers, invoices and correspondence must be identified with our purchase order number. Over shipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

TOTAL P 01

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MAR-23-2001 19 25

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P 15/16

PURCHASE/SERVICE ORDER

SHIP TO:
LUCENT TECHNOLOGIES
AS026145
M M DOWDY
200 NORTH POINT PKY
ALPHARETTA, GA 30202

P.O. AS026145
DATE 06/30/00 PAGE 1

SEND PURCHASING CORRESPONDENCE TO
LUCENT TECHNOLOGIES
PURCHASING RM 93S540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

VENDOR:
WINSTAR COMMUNICATIONS
ATTN. LISA HICKS
2E45 HORSE PARK ROAD
HERNDON VA 20171

SEND INVOICES TO:
LUCENT AS026145
P O BOX 105651
ATLANTA, GA 30346-5651
1-888-290-3500 07 20-04 15 EST

QUESTIONS REGARDING
PURCHASING JOHN QUINN (770) 750-2593
TRANSP 404-573-4516
F U B TERMS

PAY TERMS NET 30
TAX EXEMPT PURCHASED FOR RESALE
TAX CERT NO: 175-79-96542-7
NO C.O.D. INCLUDE PACKING LIST. DO NOT DECLARE VALUE ON RELEASE VALUE USE VALUE
RESULTING IN LOWEST CHARGE. COMBINE ALL SAME DAY SHIPMENTS TO SAME CONSIGNEE, S
CARRIER, ON SAME B/L (NOT APPLICABLE ON JIT/RUSH) COMPLY WITH PACKING DESIGN
ROUTING:

THIS IS A SERVICE ORDER. RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (04-01-00 TO 06-30-00)

REQUIRED AT DESTINATION 04-01-00

PROMISED AT DESTINATION.

ITEM	QTY ORD	PART-ID	PRICE
01	1 JOB		\$67,388,372.00 E JOB

SERVICES RELATED TO NETWORK BUILD-OUT OF WINSTAR S
NETWORK. SEE ATTACHED SHEET

ESTIMATED ORDER VALUE 67,388,372.00

**** END OF ORDER *****

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC
JOHN QUINN (770) 750-2593 (AUTHORIZED SIGNATURE), BUYER

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS,
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT

(17b)

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3WC 0008083

LT 1120 (1/1/00)

Mar 24 01 11 54a Ritter
MAR-23-2001 19 24

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Statement and Invoice

14 August 2000

Lucent Technologies

Lucent
800 North Point Parkway
Room 83N750J
Alpharetta, GA 30005

FOR BILLING INQUIRIES PLEASE CALL 1-800-223-4787
FOR SERVICE INQUIRIES PLEASE CALL 1-800-275-6496

ACCOUNT NUMBER- A9327187
FEDERAL TAX ID

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00
	<u>\$0.00</u>

DATE PAYMENTS AND ADJUSTMENTS

Re PO AS026145 Charges for the services listed below for the period 04/01/2000 through 06/31/2000
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering
Inside Wire Engineering, Network Integration (CO Hubs B-Sites) Site Survey and Site Acquisition.

Total - Direct Costs
\$54,475,548
Total - Indirect Costs
\$12,924,452

Total Due
(Payment Due In
30 days) \$
\$67,400,000

Lucent Technologies Invoice for Direct and Indirect Labor, Second Qtr 2000 Acct. Number A9327187

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week. Please call your Account Manager to place an order

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Mar 24 01 11 55a Ritter
MAR-23-2001 19 23

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12/16

INVOICE

LUCENT TECHNOLOGIES, INC
P O BOX 100317
ATLANTA GA 30384-0017
ATTN ACCOUNTS RECEIVABLE

SHIP TO: WINSTAR WIRELESS
ATTN JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

BILL TO: WINSTAR WIRELESS
ATTN JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER 51018965
INVOICE DATE 08/21/00
ACCOUNT NUMBER 100109638
PAGE NUMBER 1
PAYMENT DUE 10/21/00

DATE	DESCRIPTION	AMOUNT
00001	MOBILE 08/20/00	
	LUCENT SERVICES	
	DIANE SHULTZ NETWORK SERVICES REQUIRED IN SUPPORT OF WINSTAR PURCHASE ORDER # WPT000001196 SERVICES REQUIRED TO DELIVER THE NETWORK K SVCS ASSOCIATED W/ THE SCOPE OF WORK IDENTIFIED IN THE WINSTAR/LUCENT SUPPLY AGREEMENT	
	***** LAST PAGE *****	
		\$87,385,372.00

RETURN THIS PORTION WITH PAYMENT

REMIT TO: LUCENT TECHNOLOGIES, INC P O BOX 100317 ATLANTA GA 30384-0017 ATTN ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
100109638	51018965	N/A	\$ 87 385 372 00
N/A		N/A	\$ 87 385 372 00
51018965		DUPLICATE	

SUB TOTAL \$ 87 385 372 00
LESS ADVANCE PAYMENT \$ 00 00
TRANSPORTATION \$ 00 00
TAX \$ 00 00
TOTAL DUE \$ 87 385 372 00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS:
THANK YOU FOR USING
LUCENT TECHNOLOGIES

CONFIDENTIAL
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APPROVED BY THE BOARD OF DIRECTORS OF THE UNIVERSITY OF VIRGINIA

အသံကွေး ၀၀၀၇၂၇
အမှတ် ၂၇/၁၄၅ အမှတ် ၂၇/၁၄၅
အမှတ် ၂၇/၁၄၅ အမှတ် ၂၇/၁၄၅

WINSSTAR SYSTEMS CATEGORY	April		May		June (Firmate)		Quarter 2	
	Actual	Total	Actual	Total	Actual	Total	Actual	Total
Financial Admin	4210	22,212	0	22,212	0	22,212	0	22,212
Customer Service	4310	14,460	0	14,460	0	14,460	0	14,460
CRM (incl)	4410	4,971,714	0	4,971,714	0	4,971,714	0	4,971,714
Field Systems	4510	1,219,740	0	1,219,740	0	1,219,740	0	1,219,740
Product Support	4610	1,219,740	0	1,219,740	0	1,219,740	0	1,219,740
Production Operations	4710	1,219,740	0	1,219,740	0	1,219,740	0	1,219,740
BSS Training	4810	1,219,740	0	1,219,740	0	1,219,740	0	1,219,740
4910	315,211	0	315,211	0	315,211	0	315,211	
5010	315,211	0	315,211	0	315,211	0	315,211	
5110	315,211	0	315,211	0	315,211	0	315,211	
5210	315,211	0	315,211	0	315,211	0	315,211	
5310	315,211	0	315,211	0	315,211	0	315,211	
5410	315,211	0	315,211	0	315,211	0	315,211	
5510	315,211	0	315,211	0	315,211	0	315,211	
5610	315,211	0	315,211	0	315,211	0	315,211	
5710	315,211	0	315,211	0	315,211	0	315,211	
5810	315,211	0	315,211	0	315,211	0	315,211	
5910	315,211	0	315,211	0	315,211	0	315,211	
6010	315,211	0	315,211	0	315,211	0	315,211	
6110	315,211	0	315,211	0	315,211	0	315,211	
6210	315,211	0	315,211	0	315,211	0	315,211	
6310	315,211	0	315,211	0	315,211	0	315,211	
6410	315,211	0	315,211	0	315,211	0	315,211	
6510	315,211	0	315,211	0	315,211	0	315,211	
6610	315,211	0	315,211	0	315,211	0	315,211	
6710	315,211	0	315,211	0	315,211	0	315,211	
6810	315,211	0	315,211	0	315,211	0	315,211	
6910	315,211	0	315,211	0	315,211	0	315,211	
7010	315,211	0	315,211	0	315,211	0	315,211	
7110	315,211	0	315,211	0	315,211	0	315,211	
7210	315,211	0	315,211	0	315,211	0	315,211	
7310	315,211	0	315,211	0	315,211	0	315,211	
7410	315,211	0	315,211	0	315,211	0	315,211	
7510	315,211	0	315,211	0	315,211	0	315,211	
7610	315,211	0	315,211	0	315,211	0	315,211	
7710	315,211	0	315,211	0	315,211	0	315,211	
7810	315,211	0	315,211	0	315,211	0	315,211	
7910	315,211	0	315,211	0	315,211	0	315,211	
8010	315,211	0	315,211	0	315,211	0	315,211	
8110	315,211	0	315,211	0	315,211	0	315,211	
8210	315,211	0	315,211	0	315,211	0	315,211	
8310	315,211	0	315,211	0	315,211	0	315,211	
8410	315,211	0	315,211	0	315,211	0	315,211	
8510	315,211	0	315,211	0	315,211	0	315,211	
8610	315,211	0	315,211	0	315,211	0	315,211	
8710	315,211	0	315,211	0	315,211	0	315,211	
8810	315,211	0	315,211	0	315,211	0	315,211	
8910	315,211	0	315,211	0	315,211	0	315,211	
9010	315,211	0	315,211	0	315,211	0	315,211	
9110	315,211	0	315,211	0	315,211	0	315,211	
9210	315,211	0	315,211	0	315,211	0	315,211	
9310	315,211	0	315,211	0	315,211	0	315,211	
9410	315,211	0	315,211	0	315,211	0	315,211	
9510	315,211	0	315,211	0	315,211	0	315,211	
9610	315,211	0	315,211	0	315,211	0	315,211	
9710	315,211	0	315,211	0	315,211	0	315,211	
9810	315,211	0	315,211	0	315,211	0	315,211	
9910	315,211	0	315,211	0	315,211	0	315,211	
Q2 Total	5,997,461	1,219,740	0	1,219,740	0	1,219,740	0	1,219,740
WINSSTAR FOR SUBSIDIES	1510	154,481	0	154,481	0	154,481	0	154,481
WINSSTAR FOR SUBSIDIES	1510	154,481	0	154,481	0	154,481	0	154,481
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WINSSTAR FOR SUBSIDIES	1510	154,481	0	154,481	0	154,481	0	154,481
WINSSTAR FOR SUBSIDIES	1510	154,481	0	154,481	0	154,481	0	154,481
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WINSSTAR FOR SUBSIDIES	1510	154,481	0	154,481	0	154,481	0	154,481
WINSSTAR FOR SUBSIDIES	1510	154,481</						

Summary

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(703) 518-4488

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21 22 1002-52-441

(206)

WILSON 1077M

[illegible]

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(703) 518-4488

p 1

3/24/01

To Tina Graham

From: J. H.

K. - 4 - 4

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(703) 518-4488

P 2

3 Q '00

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MAR-23-2001 22 10

(703) 518-4488

P 3

P 85/16

Purchase Order

DUPLICATE

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United States

Purchase Order	Date	Revision	Page
WVF1 0000002958	03/08/2000		1
Payment Terms	Freight Terms	Ship Via	
Net 30	OR	COMMON	
Buyer	Currency Code		
Shelton, Brad	USD		

SHIP TO: 2545 Horse Pen Rd
Hamden VA 20171-3401
United States

Vendor: LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States

Fax: 404 573 4589

BILL TO: 2545 Horse Pen Rd
ATTENTION JULIAN HADDAD
Hamden VA 20171-3401
United States

Vendor ID	0000000047	Reference	REOS 2005317 & 2005352/0115	Tax Exempt?	N	Tax Exempt ID	
Line-Schd	Vendor Part #	Description	Qty	Unit	PO Price	Extended Amt	Due Date
1	1	TELEPHONE SERVICES (SRD- "PORTABLE")	65.509	301 DO	DOL	1.000	09/30/2000
2	1	PHASE 1 A&E	12.00	EA	15 000 000	180,000.00	09/07/2000
3	1	PHASE 1 & 2 A&E	35.00	EA	30 000 000	1,050 000.00	09/07/2000

FOR LINE ITEM NOS. 2 AND 3:

INVOICES MUST STATE WHAT SITE (STREET ADDRESS AND CITY)
ACCEPTANCE DOCUMENTATION MUST BE ATTACHED TO EACH INVOICE
FOR THE FOLLOWING POSSIBLE HUB SITES

1 Bridge Plaza	485 Thomas Jones Way
1 Easton Oaks	60 Bradshaw Hill Park
100 Crescent Center Pkwy	505 E. Highland
103 Westpark drive	505 Merritt Drive
10350 Riverside Dr	555 Quince Orchard Rd
12444 Powerscourt Dr	565 Mantos Drive
13135 Dally Asford Rd	8 Nashamery Interplaz
150 Oaklands Blvd	601 Gateway Blvd
1515 W 150th St	620 Perry Parkway
15400 Sherman Way	6200 Savoy Dr
18000 Parkbrook	65 Enterprise
20300 Century Blvd	701 NW 62nd St
223 Dabrowski Ave	7200 N Mopac
2221 E Lamar Blvd	7300 San Pedro
23272 Mill Creek Dr	7500 San Felipe
2500 Northwinds Pkwy	8720 Red Oak Blvd
2500 N 1st St	
25591 Plaza	
2707 Colby Ave	
3000 Corporate Exchange Dr	
301 E Clark Ave	
301 Rt 17 North	
325 Eschey Road	
330 B 3rd St	
332 W Broadway	
338 Hillcrest Rd	
4005 Windward Plaza	
4055 Valley View Ln	
4200 North Point Pkwy	
4450 Valley View Ln	
4550 North Point Pkwy	

ORIGINATOR: LISA HICKS

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT BETWEEN WINSTAR TELECOMMUNICATIONS, INC AND LUCENT TECHNOLOGIES, INC DATED OCTOBER 21 1998.

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

CONFIDENTIAL
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Mar 24 01 11 57a Ritter
MAR-23-2001 22 10

(703) 518-4488

P 4

P 85/15

Purchase Order

DUPLICATE

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United States

Purchase Order	Date	Revision	Page
WVF1 0000002058	05/08/2000		2
Payment Terms	Freight Terms	Ship Via	
Net 30	ORI	COMMON	
Buyer	Shelton, Brad		Currency Code
			USD

SHIP TO: 2545 Horse Pen Rd
Herndon VA 20171-3401
United States

Vendor: LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States

Fax: 404 573 4888

BILL TO: 2545 Horse Pen Rd
ATTENTION JULIAN HADDAD
Herndon VA 20171-3401
United States

Vendor ID: 0000000047		Reference: REOS 2005317 & 2005382/3115		Tax Exempt? N		Tax Exempt ID:		
Line-Schd	Vendor Part #	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT
703/226-7877 THANK YOU

Total PO Amount 86,739,331.00

All shipments, shipping papers, invoices, and correspondence must
be identified with our purchase order number. Over shipments will
not be accepted unless authorized by Buyer prior to shipment.

CONFIDENTIAL
3WC 0008071

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Mar 24 01 11 57a Ritter
MAR-23-2001 22 09

(703) 518-4488

P 5

09/29/02 14 44 GPO LUCENT TECHNOLOGIES INC
UNEMP 12420112
ANAL. OPPORTUNITY EMPLOYER

P 83/16

PURCHASE SERVICE ORDER

P.O. A502611
DATE: 04/29/00 PAGE: 1

SHIP TO:
LUCENT TECHNOLOGIES
AS026212
M M DONDY
310 NORTH POINT PKY
ALPHARETTA, GA 30202

SEND PURCHASING CORRESPONDENCE TO:
LUCENT TECHNOLOGIES
PURCHASING RM 93540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

VENDOR:
WINSTAR COMMUNICATIONS
ATTN: LISA HICKS
7700 LEESBURG PIKE
TYSON S CORNER VA 22043

SEND INVOICES TO
LUCENT A5026212
P.O. BOX 103631
ATLANTA, GA 30348-6631
1-888-200-3500 C7 30-04 15 E=1

QUESTIONS REGARDING
PURCHASING 3511
TPNSP: 404-573-4511
F O B TERMS:

PAY TERMS: NET 30
TAX EXEMPT; PURCHASED FOR RESALE
TAX CERT NO: 176-74-36542-7

F O B POINT:
UICOD INCLUDE PACKING LIST DO NOT DECLARE VALUE ON RELEASE VALUE USE VALUE
RESULTING IN LOWEST CHARGE CUMMINE ALL SAME DAY SHIPMENTS TO SAME CONSIGNEE, SAME
ARRATEL ON SAME B/L (NOT APPLICABLE ON JIT & RUSH), COMPLY WITH PACKING DESIGN
ROUTING)

THIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES 106-30-00 TO 10-20-00

REQUIRED AT DESTINATION 09-29-00

PROMISED AT DESTINATION:

ITEM	QTY	ORD	PART-ID	PRICE
01	1	J08		865,509,331.00 E J08

MISCELLANEOUS SERVICES RELATED TO NETWORK BUILD-OUT
OF WINSTAR S NETWORK

ESTIMATED ORDER VALUE 65,509,331.00

*** END OF ORDER *** END OF ORDER *** END OF ORDER ***

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC,
JOHN QUINN (770) 760-3593 (AUTHORIZED SIGNATURE), BUYER

DIRECTOR ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE HOWEVER, IF A
CONTACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
CONTACT REPLACE THOSE ON THE REVERSE SIDE OF THIS PAGE.

ST-VALUE: 865509340 VEN-CD: 7NN10002 INS-SYM: U F.A CODE: 2
UPRNU: 40550 PRUJELT LODE: PLACER: 6257
LIENTIM M DONDY TEL: 678-291-9480 BLDG/RM: DK 22N2000
EL MAT L TO: MAT'L FOR DEPT: JMO670000 ORD ORG JMO670000
CCT: 15124100 IAO16 JAS000000 JAS609 LL: FP:

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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Mar 24 01 11 57a Ritter
MAR-23-2001 22 10

(703) 518-4488

P 6

P 07/16

Statement and Invoice

13 September 2000

Lucent Technologies

Lucent
800 North Point Parkway
Room 82N730J
Alpharetta, GA 30005

FOR BILLING INQUIRIES, PLEASE CALL
FOR SERVICE INQUIRIES, PLEASE CALL

1-800-223-4767
1-800-275-8496

ACCOUNT NUMBER:
FEDERAL TAX ID:

A9327187

SUMMARY OF CURRENT CHARGES

AMOUNT

| | |
|-------------------------|--------|
| Installation Charges | \$0.00 |
| Access Charges | \$0.00 |
| Equipment Charges | \$0.00 |
| Federal Excise Tax | \$0.00 |
| Sales Tax | \$0.00 |
| Local Tax | \$0.00 |
| Gross Receipt Sales Tax | \$0.00 |

\$0.00

DATE PAYMENTS AND ADJUSTMENTS

Re Charges for the services listed below for the period 07/01/2000 through 09/30/2000 (3rd QTR)
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
Inside Wire Engineering, Network Integration (CO Hubs, B-Sites), Site Survey and Site Acquisition

Total Direct Costs
\$53,880,375
Total Indirect Costs
\$13,411,559

Total Due
(Payment Due in
30 days) \$
\$67,291,934

Lucent Technologies Invoice for Direct and Indirect Labor Second Qtr 2000 Acct Number A9327187

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week. Please call your Account Manager to place an order.

CONFIDENTIAL
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Mar 24 01 11 58a

Ritter

(703) 518-4488

p 7

INVOICE

LUCENT TECHNOLOGIES INC
P.O. BOX 100817
ATLANTA GA 30384-0517
ATTN: ACCOUNTS RECEIVABLE

SHIP TO: VINSTAR
2546 HORSE PEN ROAD
HERNDON VA 20171-5401

BILL TO: VINSTAR WIRELESS
ATTN: JULIAN HADDAD
2546 HORSE PEN ROAD
C-1043 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER: SUC22859
INVOICE DATE: 10/24/00
ACCOUNT NUMBER: 100106528
PAGE NUMBER: 1
PAYMENT DUE: 11/23/00

| ITEM | QUANTITY | UNIT PRICE | TOTAL PRICE | DESCRIPTION | DATE | STATUS | REMARKS |
|----------------------|----------|-------------|-------------|--|----------|---------|------------------|
| 00001 | 1 | 187,281.834 | 187,281.834 | 1-1 NETWORK INFRASTRUCTURE BUILDOUT
DIANE SHULTZ
4048752373
NETWORK SERVICES REQUIRED IN SUPPORT OF VINSTAR
PURCHASE ORDER WVF1-000002868
***** LAST PAGE ***** | 10/24/00 | ORDERED | |
| SUB TOTAL | | | | | | | \$ 87,281.834 00 |
| LESS ADVANCE PAYMENT | | | | | | | \$ 00 |
| TRANSPORTATION | | | | | | | \$ 00 |
| TAX | | | | | | | \$ 00 |
| TOTAL DUE | | | | | | | \$ 87,281.834 00 |

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ (404) 573 8273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT

REMARKS:
THANK YOU FOR USING
LUCENT TECHNOLOGIES

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3WC 0008074

NR-23-2001 22 09

ORIGINAL

(25)

**ROA
TAB
1200**

Confidential

From Daniel_Csillag@lnotes5 bankofny com
Sent Wednesday November 15 2000 8 55 PM
To siddharth kasera@sfs siemens com
Cc Frubin@winstar com kmonaco@winstar com
Subject Winstar Capital Corp Amendment Request



Adobe Portable Document



Adobe Portable Document



Adobe Portable Document

> -----
> From Daniel_Csillag@lnotes5 bankofny com
> [SMTP DANIEL_CSILLAG@LNOTES5 BANKOFNY COM]
> Sent Wednesday, November 15, 2000 8 55 01 PM
> To siddharth kasera@sfs siemens com
> Cc Frubin@winstar com kmonaco@winstar com
> Subject Winstar Capital Corp Amendment Request
> Auto forwarded by a Rule
>

Attached please find an amendment request package with respect to the \$1 15 Billion Senior Secured Credit Facilities for Winstar Capital Corp In addition to the amendment request, attached to this E-Mail are two NON-PUBLIC projection models (Base Case & Scaled Back) If your institution is one that cannot see these projections, please delete the two projection files

(See attached file Microsoft Word - Amendment Letter 1 pdf) (See attached file DebtModel 11 15 00_base pdf) (See attached file DebtModel 11 15 00_Scaled_back pdf)

The information in this e-mail, and any attachment therein, is confidential and for use by the addressee only If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer Although the Bank of New York attempts to sweep e-mail and attachments for viruses, it does not guarantee that either are virus-free and accepts no liability for any damage sustained as a result of viruses



Confidential

BNY CAPITAL MARKETS, INC

ONE WALL STREET NEW YORK, N Y 10286

Date November 15 2000

To Winstar Capital Corp ('Winstar' or the 'Company') Lenders

From BNY Capital Markets Inc

RE Amendment No 2 Request

In order to allow Winstar to continue to focus on the execution of its business plan including the expansion of its broadband network, products and services it has entered into agreements (subject to final documentation and standard conditions precedent) that will provide it with approximately \$1.02 billion in additional capital (the "Additional Capital") of which \$770 million is immediately available. The Additional Capital is comprised of a (i) \$270 million private equity investment purchased by Microsoft Corporation, Compaq Computer Corporation, Credit Suisse First Boston Private Equity and Welsh Carson, Anderson & Stowe VIII L.P. This investment is in the form of convertible preferred stock (the "Preferred Stock") which converts into common stock initially at \$25 per share and includes five year warrants to purchase an aggregate of 4,590,000 shares of common stock at an initial exercise price of \$25 per share. (ii) \$500 million equipment leasing facility, of which \$250 million is available immediately with an affiliate of Cisco Systems, Inc. (the "Cisco Facility") (iii) \$50 million equipment leasing facility with Compaq Financial Services Inc. (the "Compaq Facility" and collectively with the Cisco Facility the "Lease Facilities") and (iv) \$200 million senior loan made by Siemens Financial Services, Inc. (the "Siemens Loan").

The Lease Facilities (i) are guaranteed by Winstar Communications, Inc. and Winstar Capital Corp. (ii) have a tenor of 36 months. (iii) are structured as triple net leases, (iv) each have a special purpose vehicle as the borrower under such facility (which shall be wholly owned subsidiaries of Winstar Wireless, Inc.) and (v) provide the lessee with the option to purchase the equipment at the end of the lease term. The Cisco Facility will be predominantly used to finance the purchase of routers, hubs and other equipment enhancing the performance and capabilities at the edge of Winstar's network. The Compaq Facility will be predominantly used to finance the ongoing expansion and development of Winstar's rapidly growing Web hosting and application service provider infrastructure and offerings. The Cisco Facility is permitted under Section 8.02(a)(i)(E)(4) of the credit agreement and the Compaq Facility is permitted under Section 8.02(a)(i)(E)(3) of the credit agreement.

The Siemens Loan will be structured as a new term loan ("Term Loan C") under the \$1.15 billion senior credit facilities (the "Facilities"). As such, the Facilities shall be increased to \$1.35 billion. The Term Loan C matures on December 31, 2007. All other terms of the Term Loan C are identical to those under the existing Term Loan B.

In order to permit the Term Loan C, the consent of the Required Lenders (>50%) under the Facilities is required. Therefore, the Company requests a second amendment (Amendment No. 2) to the Facilities to allow for the Term Loan C. Additionally, the company intends on utilizing up to \$200 million of proceeds from the Additional Capital to repay outstandings under the credit agreement with Lucent Technologies, Inc. ("Lucent"). Therefore, the Facilities will also be amended to allow for this prepayment so long as such prepayment occurs no later than December 31, 2000. This prepayment makes up to an additional \$200 million immediately available under the Lucent facility. Winstar will still have a maximum available funding commitment of \$1.0 billion under the Lucent facility.

Confidential

Winstar Capital Corp.
Amendment No 2 Request
November 15, 2000
Page 2

The Bank of New York, CIBC World Markets, Corp Citicorp North America Inc and Credit Suisse First Boston have approved Amendment No 2 Responses to Amendment No 2 are requested by no later than 5 00 p m Eastern Time, Thursday November 30 2000 (the Amendment Response Date") An amendment fee equal to 0 125% will be paid to each Lender that executes Amendment No 2 by the Amendment Response Date based on each Lender's commitment amount on such date

A conference call will be held by the management of Winstar on Friday November 17 2000 at 11 30 a m Eastern Time to provide an update on the Company's operations and an overview of the Additional Capital The teleconference can be accessed by dialing 1 888-282-0372 and providing the operator with the passcode, "WINSTAR" and the conference leader's name, DANIEL CSILLAG" A replay will be available from November 17 2000 at 3 00 p m until December 1 2000 at 5 00 p m by dialing 1 800-867 1928 Additionally a conference call will be held to discuss the enclosed financial projections Details regarding this call will be forwarded to you shortly

Attached is an amendment information package to assist you in your review This contains (i) revised financial projections (the "Revised Projections") after giving effect to the Additional Capital which includes a summary comparing the Revised Projections with the projections contained in Winstar's Confidential Information Memorandum dated April 2000 (ii) financial projections representing a scaled back business plan assuming no additional sources of funding are obtained after giving effect to the Additional Capital (iii) organizational charts detailing the company's domestic and international subsidiaries, and (iv) a Contact List An execution copy of Amendment No 2 will be forwarded to you shortly If you have any questions please feel free to speak with anyone on the Contact List On behalf of Winstar your timely response to this Amendment request and continued support of the Company is greatly appreciated

**ROA
TAB
1219**

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v

**LUCENT TECHNOLOGIES INC ,
NINA AVERSANO,
JAY CARTER,
ALICE LESLIE DORN,
WILLIAM PLUNKETT,
JOHN BRATTEN,
DEBORAH HARRIS,
CHARLES ELLIOTT,
VANESSA PETRINI,
MICHELLE HAYES-BULLOCK and
DAVID ACKERMAN,**

Defendants

Civil Action No

COMPLAINT

JURY DEMANDED

Plaintiff Securities and Exchange Commission (the "Commission") alleges

ADDRESSES OF THE PARTIES

1 The address of the Commission is 450 Fifth Street, N W , Washington,
D C The principal executive offices of Lucent Technologies Inc ("Lucent") are located
in Murray Hill, New Jersey Nina Aversano resides in Kinnelon, New Jersey Jay Carter
resides in Far Hills, New Jersey Alice Leslie Dorn ("Leslie Dorn" or "Dorn") resides in
New York, New York William Plunkett resides in Little Rock, Arkansas John Bratten
resides in Alpharetta, Georgia Deborah Harris resides in Shaker Heights, Ohio Charles
Elliott resides in Roswell, Georgia Vanessa Petrini resides in Davidsonville, Maryland
Michelle Hayes-Bullock resides in Orange, New Jersey David Ackerman resides in
McLean, Virginia.



of the fraudulent conduct, Lucent filed materially misstated Forms 10-Q with the Commission for the first three quarters of its fiscal year 2000, and that revenue was improperly included in Lucent's October 23, 2000 unaudited financial statements that were filed with the Commission in a Form 8-K on October 24, 2000. In December 2000, Lucent ultimately agreed to take back \$352 million in inventory that Anixter and Graybar had been unable to sell. In total, Aversano and Dom's fraudulent conduct resulted in Lucent materially overstating its pre-tax income for fiscal year 2000 by approximately 7 percent.

Winstar Software Pool Transaction

William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman

52 In September 2000, William Plunkett negotiated, with the assistance of Lucent's Winstar sales team members Deborah Harris and Vanessa Petrini, the sale of \$135 million worth of software in a software pool transaction with David Ackerman of Winstar. The software pool arrangement allowed Winstar to select software by September 29, 2001, and Lucent to recognize \$135 million in revenue in its fiscal year ending September 30, 2000. After the parties agreed to and properly documented a \$10 million credit, Lucent recognized \$125 million on the software pool transaction in its 2000 fiscal year.

53 This transaction was particularly important to Lucent because the entire amount of revenue was recorded as pre-tax income without any off-setting expense. However, such revenue was recognized in violation of GAAP due to actions of William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman.

54 In September 2000 during the negotiations for the software pool agreement, Ackerman told Plunkett that the pool of software to be purchased by Winstar

was worth only about \$25 million to the company. As a result, and before committing to pay more than this amount, Ackerman needed additional value from Lucent. At that time, Ackerman understood Lucent's critical need to recognize revenue in its fiscal year ending September 30, 2000, and used that leverage to gain very favorable additional terms for Winstar. Responding to pressure from Lucent's senior management, including Aversano, to recognize revenue, Plunkett reached an agreement with Ackerman in which Winstar would pay Lucent \$135 million for the software and the parties would separately document additional elements of the software pool transaction that would give Winstar additional value. The additional value came in the form of a \$35 million credit to be applied to Winstar's future purchases, a \$45 million credit expected to comprise substantially all the cost of a network integration laboratory for Winstar, and reduced pricing for Winstar on purchases of equipment for building and hub sites ("the side agreements")

55 Before the parties signed the software pool agreement on September 29, 2000, Ackerman asked that Lucent put the side agreements in writing. Plunkett agreed to Ackerman's request. At that time, both Plunkett and Ackerman knew that the software pool agreement and the side agreements were elements of a single transaction.

56 To ensure that Lucent's accountants would not deduct the value of Lucent's obligations documented in the side agreements from the \$125 million Lucent would recognize on the software pool agreement in September 2000, Plunkett instructed Petrim to draft and post-date three letters documenting the side agreements with fictitious dates in October. The effect of the post-dated letters was to create the appearance that the side agreements were reached after September 30, 2000 and were not connected to the

software pool agreement Petrini drafted and post-dated the letters as instructed and Plunkett signed the post-dated letters on September 29, 2000. Plunkett and Petrini kept the post-dated letters in their files, did not circulate them outside the sales team (except as to Ackerman), and did not make further copies.

57 Ackerman received the three executed post-dated letters on September 29, 2000 and knew that they did not accurately portray the entire software pool transaction. Nevertheless, Ackerman agreed to Plunkett's post-dating of Lucent's obligations thereby creating the false appearance that they had been agreed to after September 30, 2000. Ackerman also counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites. Ackerman post-dated that letter October 20, 2000 and sent that executed letter back to Plunkett on September 29, 2000. All three letters were eventually resent to Ackerman at Winstar on their fictitiously stated dates in October 2000. Ackerman counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites again on October 20, faxed the letter to Plunkett and destroyed the original post-dated letter.

58 Deborah Harris understood that Winstar would not utilize the entire \$135 million of software, and therefore Winstar wanted additional value in exchange for its agreement to pay \$135 million for that software. During the negotiations for the software pool agreement, Petrini and Harris also knew that Lucent had agreed to provide the side agreements to Winstar and that the software pool agreement and the side agreements were elements of a single transaction. Petrini told Harris that Plunkett and Petrini had documented the side-agreements in post-dated letters. Petrini, Harris, Plunkett, and Ackerman knew, or were reckless in not knowing, that if the credits and discounts had

been properly recorded by Lucent in the same quarter that the software pool agreement was executed, Lucent would not have recognized \$125 million on the transaction.

59 On October 4, 2000, a member of Lucent's CFO structure with responsibility for Lucent's Winstar sales team emailed Harris and Petrucci specifically requesting any information regarding discounts or incentives offered by Lucent to Winstar other than the \$10 million credit that had been properly documented. Despite knowing of the existence of the side agreements and the true nature of the concessions granted to Winstar, Harris and Petrucci nevertheless failed to disclose the other aspects of the software pool agreement to the accountant.

**Effect of Winstar Software Pool Transaction
on Lucent's Reported Financial Results**

60 By not taking the three credits and discounts into account, Lucent improperly recorded \$125 million in revenue and pretax income in its fourth fiscal quarter of 2000 in violation of GAAP. That amount represented 26 percent of Lucent's pre-tax income for its fourth fiscal quarter 2000, and 4 percent of Lucent's pre-tax income for fiscal year 2000. That amount was included in Lucent's October 23, 2000 unaudited financial statements filed with the Commission on October 24, 2000 in a Form 8-K.

61 Plunkett, Harris, Petrucci and Ackerman each acted with knowledge or recklessly engaged in the above described fraudulent conduct. Each knew, or was reckless in not knowing, that as a result of the fraudulent conduct, Lucent filed materially false financial statements with the Commission in the Form 8-K.

**ROA
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1428**

**Winstar
Executive Briefing**

October 20, 2000

| | |
|-------|-----------------------------|
| Tab 1 | Overview of Winstar |
| Tab 2 | End of Quarter Deals |
| Tab 3 | Global Winstar Account Team |
| Tab 4 | Global Account Plan |
| Tab 5 | Financing Background |



CONFIDENTIAL

LW00029295

Memorandum

To: Peter Denick
From: Beth Pericone
CC: Leslie Rogers, Paul Hayes, Michael Keefe, Adrian Alford
Date: 10/28/00
Re: WVF LLC (Winstar)-Refinancing Requirement

Background

On May 4, 2000, Lucent entered into a \$2B senior secured financing with WVF LLC, a subsidiary of Winstar Communications, Inc. (NASDAQ: WCI). The purpose of this facility is to support purchases of eligible equipment under the Lucent Supply Agreement dated 10/21/98. This Lucent financing was provided in conjunction with a recapitalization of WCI, which included the following:

- \$900M Equity Investment
- \$1.6B Public Debt Offering
- \$1.15B Senior Secured Bank Facility

At the time of Lucent's approval, it was our understanding from the Winstar treasurer that borrowings would not exceed \$250M as of 9/30/00. It was therefore negotiated that if outstanding Lucent Loans (a defined term in our Credit Agreement) exceeded \$500M, Lucent could require a refinancing of all or a portion of the Lucent Loans.

Status of Lucent Loans

This week Winstar supplied Lucent a borrowing request for an additional \$189M, consisting of \$124M Non-Lucent Content and \$65M Lucent Content. With this request, WVF LLC will have drawn Lucent Loans of over \$685M. Since the closing of this new facility in May, the draws for Lucent and Non-Lucent content have been as follows:

Lucent Content \$301M or 44%

Non-Lucent Content \$384.5M or 56%

The current Lucent Supply Agreement mandates that at least 70% of all purchases be made for Lucent Content, with the balance of 30% allowable for Non-Lucent Content purchases made via the Supply Agreement. This requirement is monitored annually by the Commercial Team and is likely to not be met again this year. If Winstar does not comply with the content restriction, Winstar is liable for a penalty based upon the amount the non-Lucent content exceeds the 30% limit, up to a maximum penalty of \$3M. (Last year Winstar was not in compliance, and the penalty was waived by the Commercial Team.) Winstar is expected to be in breach again and will be subject to the maximum \$3M penalty.

• Page 1

**ROA
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Memo

To D Hopkins B Verwaayen
 From B Perricone B Keller
 CC B Quinn P Demick M Hund Mejean
 Re Winstar Due Diligence

We have concluded our due diligence on Winstar and thought that you might be interested in a brief executive summary. The review took place from December 1, 2000 to December 15, 2000 and encompassed (1) a review by PFO and Credit of the latest electronic models of the company's business plans, (2) an information gathering session with Winstar Management held on November 30, 2000, (3) an information gathering session and a visit to Winstar's NOC in Virginia on December 14, 2000, and (4) a review of the network architecture and underlying CAPEX assumptions with the Lucent Commercial and Product Units. Based on the above, we provide the following summary:

- Good business model: Winstar, a service provider that offers last mile broadband solutions, uses a hybrid of fiber and fixed wireless to compete with the ILECs.
- Winstar has a much larger addressable market than fiber-based CLECs and has proven its ability to add customers and gain business access rights.
- Winstar continues to demonstrate the ability to execute its plan by continually exceeding management and Wall Street expectations.
- The company's plan is scalable and as such has sufficient capital and resources currently to fully fund its operations to free cash flow positive.
- Management has been extremely successful in raising debt and/or equity over the last 12 months (\$1.17B in new equity and \$1.9B of new debt (net of refinancing)).
- Assuming normal capital market conditions, the company is likely to enable a refinance of its debt and/or increase its debt capacity in '04.
- ➤ The current scaled model provided to Lucent reflects the ability to absorb an additional 2% interest carry cost upon the end of a Refinance Notice but is unable to carry interest based on the Lucent Conversion Option.
- We recommend an adjustment be made to the current AQR rating from 6 to 7 due to (1) Lucent Loans structurally subordinate to Bank Debt, (2) CLEC sector under scrutiny due to concerns over profitability of the business model, and (3) challenging conditions in the high yield and syndicated loan markets which may make it more difficult for Lucent to decrease its exposure and in fact may require us to make available all or a portion of our commitments.

SECTION V HISTORY OF RELATIONSHIP / OBJECTIVES / OPTIONS / RECOMMENDATION**History of Relationship****Lucent Facility**

On May 4, 2000, Lucent entered into a \$2 billion senior secured financing with WVF LLC, a subsidiary of Winstar Communications Inc. ("Winstar"). The purpose of this facility is to support purchases of eligible equipment under the Lucent Supply Agreement dated 10/21/98. This Lucent financing was provided in conjunction with a recapitalization of Winstar which included the following: 1) \$900 million Equity Investment, 2) \$1.6 billion Public Debt Offering, and 3) \$1.15 billion Senior Secured Bank Facility.

Winstar has \$559.6 million outstanding under the Lucent Facility ("Lucent Loans"). At the time of Lucent's approval, it was our understanding from this client that borrowings would not occur until after October 1, 2000, nor exceed \$500 million. Due to the deterioration in the high yield markets in April, the company raised less than anticipated and therefore accessed the Lucent Facility sooner than anticipated.

To limit Lucent exposure, it was negotiated that if, in the event Lucent Loans exceed \$500 million, Lucent could require a refinancing of all or a portion of the Lucent Loans. Once notice is provided, Winstar has 90 days (or 105 if necessary to complete a year-end audit) to refinance the Lucent Loans. A \$2 billion shelf registration is in place to allow for this refinance. If at the end of the 90 or 105 day period, the Lucent Loans are not refinanced, Lucent has two options: 1) Conversion Provision - Lucent has the right to convert any of the Lucent Loans to what is referred to in the Credit Agreement as Conversion Notes. These Conversion Notes could be priced as high as 2% above Winstar's 12.75% Sr. Notes due 2010. Currently, these notes carry a YTW of 27.22%, which in effect means that if Lucent could force a conversion today, the Conversion Notes would price at 29.22%. It is likely that the pricing on the notes would increase due to the debt service required for these notes and the resultant funding gap that would occur; and 2) Yield & Credit Enhancement - at the end of the 90 or 105 days, if Lucent Loans are not repaid, the pricing on outstanding Lucent Loans increases by 2%. In effect, the price would increase to Libor + 5.75% from Libor + 3.75%. In addition, full voting rights are restored on assignments and participations, and Winstar's permission is no longer required to sell the Lucent Loans. Lastly, there are also drawdown restrictions that require compliance with the content provisions of Lucent's Supply Agreement. (See below for content requirements.)

Supply Agreement

The current Lucent Supply Agreement mandates that at least 75% of all purchases be made for Lucent Content, with the balance of 25% allowable for Non-Lucent Content purchases made via the Supply Agreement. This requirement is monitored annually by the Commercial Team and is likely to not be met again this year. The maximum penalty for non-compliance of the content requirement is \$3 million. (Last year Winstar was not in compliance, and the penalty was waived by the Commercial Team.)

Profitability of Relationship

For fiscal 2000, Winstar generated \$533 million of revenue to Lucent at an SGP of 61%; however, this includes a significant software deal for \$100 million that drove the margin higher. CFO has advised that currently there is no ability to reconcile to a net margin. It does not appear that a business case was ever prepared when the Lucent Facility was increased to \$2 billion from \$1 billion.

Reserves

Lucent is currently not reserving for cost of financing and loan loss reserves. We recommend a 20% cost of financing and 15.77% loan loss reserve given the loan structure, proposed hold period, and AQR rating.

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\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

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 \$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

FOR RELEASE THURSDAY OCTOBER 22 1998

NEW YORK October 22 1998 WINSTAR COMMUNICATIONS (NASDAQ: WCII) and LUCENT TECHNOLOGIES (NYSE: LU) today announced that they have entered into a long term strategic relationship to build out WinStar's fixed wireless broadband telecommunications network in major domestic and international markets. Lucent will provide world class technology, network design, integration and buildout services and the vast majority of the communications hardware and software for WinStar's global network.

Over the life of the five year agreement, Lucent will also provide up to \$2 billion in equipment financing to fund the buildout of the world's first global end-to-end broadband network. WinStar may draw this financing in tranches not to exceed \$500 million at any one time in accordance with mutually agreed upon terms.

Through its Wireless FiberSM services, WinStar's network provides customers with a single, reliable source of local and long distance phone service as well as a full array of high speed data, Internet and information services. The agreement gives WinStar, which was already fully funded to complete its 40 market buildout by the end of 1999, additional resources which will allow it to complete the national deployment of its wireless broadband network ahead of schedule. These resources also will enable WinStar to increase the number of U.S. cities to which it will bring its network and to build networks internationally.

William J. Rouhana, Jr., chairman and chief executive officer of WinStar, said: "This is a defining moment for WinStar. Lucent's major commitment of expertise and financing, combined with the overwhelming speed to market and cost advantages of WinStar's business model, clearly propels us to the top of the competitive local exchange carrier industry. With Lucent's network knowledge behind us, we are positioned to be the first competitive carrier to create a nearly ubiquitous end-to-end broadband network in the top 100 world markets."

WinStar was already fully financed to build out its 40 city plan and achieve positive EBITDA by the year 2000. Rouhana continued: "We are now at a new level with enough capital to achieve



\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

Page 2 of 3

positive net income and control over when we build out our network in up to 100 cities around the world. We now have the opportunity to aggressively plan for our expansion into the top 50 domestic markets and into the international marketplace as well.

Carly Fiorina, group president of Lucent's Global Service Provider business, said, "We are proud and excited that WinStar selected Lucent to design and build the kind of feature-rich network that will enable it to serve its customers better. WinStar is revolutionizing the way that businesses receive and use broadband telecommunications services, and we are excited about furthering that revolution through this strategic relationship. This complete network solution will showcase the breadth of Lucent's product lines, the value of Bell Labs innovations, and our unmatched expertise in helping customers design, build, and turn up their networks quickly and profitably."

Nathan Kantor, president and chief operating officer of WinStar, said, "With its world-class technology, scale, and state-of-the-art expertise, Lucent is the most prestigious and desirable company with which to have this kind of strategic relationship. WinStar and Lucent will work hand in hand in every aspect of our network buildout. Lucent has the broad resources necessary to ensure that we maintain the highest standards of quality and reliability throughout our expansion, which will enable us to increase our focus on building the customer base and to achieve national ubiquity faster than anyone thought possible."

Under the agreement

- Lucent will provide network design, integration, and buildout services for WinStar's end-to-end global network, encompassing a flexible, scalable architecture to accommodate WinStar's present and future voice and data service offerings. WinStar will continue to operate and maintain final design authority for its network.
- Lucent will provide its superior technology and equipment for this state-of-the-art network. Lucent will also access, test, and integrate all elements in WinStar's network, including equipment from other manufacturers.

WinStar plans to implement a nationwide fixed wireless broadband local network that will be integrated with an optical network that will use Lucent's 80-channel dense wave division multiplexing (DWDM) optical networking equipment. Lucent's WaveStar™ OLS 400G dramatically boosts the capacity of fiber optic networks by transporting up to 80 wavelengths or channels of voice, data, and video traffic.

\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

Page 3 of 3

simultaneously on a single fiber

The network solution also includes Lucent's flagship product the SESS® AnyMedia™ switch and the AnyMedia™ Access FAST digital loop carrier. Lucent will also supply PortMaster® Internet protocol remote access technology and remote access concentrators, its network management software and professional services as well as power equipment.

Lucent Technologies (NYSE: LU), headquartered in Murray Hill, N.J., designs, builds and delivers a wide range of public and private networks, communications systems and software, data networking systems, business telephone systems and microelectronic components. Bell Labs is the research and development arm for the company. For more information on Lucent Technologies, visit our web site at <http://www.lucent.com>.

WinStar Communications, Inc. is a facilities-based national local communications company, serving business customers in major markets throughout the U.S. The company provides local and long distance phone service and high-speed data, Internet access and information services. WinStar provides these Wireless FiberSM services over its own network, using its licenses in the 28 and 38 GHz spectrum.

For more information, reporters may contact:

Paula Horn
Lucent Technologies
908.582.3400
Email: mediarelations@lucent.com

Daniel Briggs
WinStar Communications
(212) 584.4032
Gary Holmes
WinStar Communications
(212) 584.4021

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**ROA
TAB
1651**

Lucent Technologies
Bell Labs Innovations



100 MOUNTAIN AVENUE
MURRY HILL, PA 17974 USA

April 9 2001

VIA FACSIMILE (212 584 4001)

Winstar Communications Inc
WWF LLC
WWF LU2 LLC
The Winstar Building
685 Third Avenue 9th Floor
New York NY 10017
Att. Treasurer and General Counsel

Re Lucent Credit Facility

Ladies and Gentlemen

We refer to your letter dated April 2 2001 received by us on April 3 2001 and to the Credit Agreement (the "Credit Agreement") dated as of May 4 2000 among you Lucent Technologies Inc. as administrative agent and lender and The Bank of New York as collateral agent. Capitalized terms not defined in this letter shall have the meanings ascribed to them in the Credit Agreement.

In your April 2 2001 letter you assert that all conditions for Borrowing have been fully satisfied. However we respectfully disagree and believe you have not met the borrowing conditions for several reasons including without limitation the following:

During meetings that occurred last week among your executives and representatives of Lucent your executives made verbal statement that clearly indicate that you have not complied with various collateral requirements in the Credit Agreement for the Collateral located in the U.S. Specifically your executives stated that the Collateral located in the United States is being used and/or is in the possession of various Winstar entities other than the Borrowers under the Credit Agreement and Winstar Wireless the only entity that has executed an Equipment User Agreement. In addition we were informed that no leases are in place regarding the use of Collateral by the various Winstar entities using Collateral. Furthermore no UCC filings have been made in the name of any of these other Equipment Users. These facts are violations of Sections 5.14 5.17 and 6.13 of the Credit Agreement.



2001/04

LUCENT TECH

04/09/01 MON 15 19 FAX 5822020

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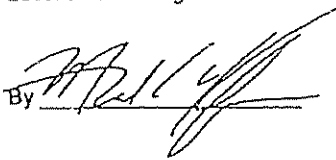
In addition, based upon information Lucent and its representatives have received from you over the last few weeks including verbal statements made by your executives we believe you are not able to certify that the representation and warranty in Section 3.07(b) of the Credit Agreement no Material Adverse Effect since December 31, 1999 is true and correct in all material respects.

Furthermore, as outlined in Michael Montemarano's letter to Richard Uhl dated March 1, 2001, we notified you that you are in violation of the Section 6.13 of the Credit Agreement regarding Collateral located outside of the United States. We clearly indicated in the letter that we would not permit borrowings under the Credit Agreement for any reason other than to finance the unpaid purchase price for Lucent Products located in the United States. The notice including our willingness to finance unpaid US invoices was provided prior to our obtaining knowledge of any of the other circumstances described above.

We do remind you that each borrowing is deemed a representation that all of the borrowing conditions in Section 4.03(a) through (d) and if applicable (e).

If you have any information you can provide to us to prove that the facts outlined above are not accurate, please provide it to us promptly and we will certainly review it.

Lucent Technologies Inc.

By 

**ROA
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1722**

8-8
Tab 127

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

WINSTAR COMMUNICATIONS, INC et al,
Debtors

CHRISTINE C SHUBERT, CHAPTER 7
TRUSTEE OF WINSTAR
COMMUNICATIONS INC AND WINSTAR
WIRELESS, INC,

Plaintiff,

v

LUCENT TECHNOLOGIES INC,

Defendant

Chapter 7
Case No 01 01430
(Jointly Administered)

Adv Pro No 01 01063 (JBR)



**DECLARATION OF VERNON TERRELL IN SUPPORT OF
MOTION OF DEFENDANT LUCENT TECHNOLOGIES INC
FOR SUMMARY JUDGMENT [WITH ACCOMPANYING EXHIBITS 1-4]**

Volume 1

Daniel J DeFranceschi (DE #2742)
Rebecca L Booth (DE #4031)
Jason M Madron (DE #4431)
RICHARDS LAYTON & FINGER P A
One Rodney Square, P O Box 551 -
Wilmington, DE 19899
(302) 651-7700

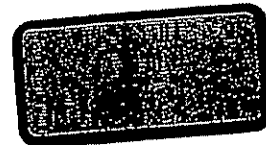
and-

Paul C Saunders
CRAVATH SWAIN & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000

*Attorneys for Defendant
Lucent Technologies Inc*

June 11 2004

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St Peter

404-573-4239

P 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

WINSTAR COMMUNICATIONS INC et al

Debtors

CHRISTINE C SHUBERT CHAPTER 7
TRUSTEE OF WINSTAR
COMMUNICATIONS INC AND WINSTAR
WIRELESS, INC

Plaintiff

v

LUCENT TECHNOLOGIES INC.,

Defendant

Chapter 7
Case No 01-01430
(Jointly Administered)

Adv Pro No 01-01063 (JBR)

DECLARATION OF VERNON TERRELL IN SUPPORT OF MOTION OF
DEFENDANT LUCENT TECHNOLOGIES INC FOR SUMMARY JUDGMENT

I VERNON TERRELL hereby declare as follows

1 I am Director of Asset Management at Lucent Technologies Inc
("Lucent")

2 Pursuant to Section 6 of the Software Pool Agreement entered by
Winstar Communications Inc ("Winstar") and Lucent on September 29 2000
(WC 0024142-43, a true and complete copy of which is attached hereto as Exhibit 1) on
February 6 and April 6 2001, Lucent invoiced Winstar for a total of \$67.5 million
(\$33.75 million per invoice) in software license fees for the quarters ending
December 31, 2000 and March 31, 2001 respectively Attached hereto as Exhibits 2

Jun 10 04 05 49p

St Peter

404-573-4239

p 3

(LW00300267) and 3 (LW00300268), respectively, are true and complete copies of those invoices

3 Approximately \$42.75 million of those license fees are for the right to use Lucent's software in the period beginning December 8, 2000. The fee attributable to the period between December 8 and December 31, 2000, is derived by prorating the quarterly fee of \$33.75M over 24 days for a total of approximately \$9 million.

4 Lucent provided those software licenses on an unsecured basis and Winstar never paid those software licensing fees.

5 Exhibits 2 and 3 are invoices that were created based on data entry by persons with knowledge of the information they entered, at or near the time that the goods or services to which the invoices refer were provided by Lucent to Winstar. The invoices are records made in the ordinary course of business and such invoices are regularly prepared and maintained by Lucent.

6 Lucent also provided Winstar with approximately \$28,566,207.62 in goods and services on an unsecured basis after December 7, 2000. Lucent invoiced Winstar for those goods and services. True and complete copies of those invoices are attached hereto as Exhibit 4 (LW00300269-71, LW00300273-74, LW00300278, LW00300281-87, LW00300289-94, LW00300296, LW00300301, LW00300303-05, LW00300307-14, LW00300316-17, LW00300326-29, LW00300331-33, LW00300336-413, LW00300415-18).

7 Winstar never paid Lucent for goods and services referred to in Paragraph 6 and evidenced by the invoices attached as Exhibit 4.

Jun 10 04 05 50p

St Peter

404-573-4239

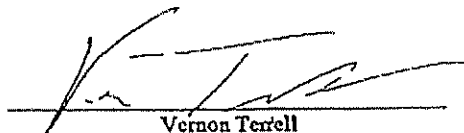
P 4

8 The invoices attached as Exhibit 4 were created based on data entry by persons with knowledge of the information they entered at or near the time that the goods or services to which the invoices refer were provided by Lucent to Winstar. The invoices are records made in the ordinary course of business and such invoices are regularly prepared and maintained by Lucent.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on June 10, 2004

Alpharetta, Georgia



Vernon Terrell

CERTIFICATE OF SERVICE

I, Jason M. Madron hereby certify that on May 1, 2006 I caused copies of the foregoing **Lucent Technologies Inc.'s Appendix - Volume I** to be served upon the following parties in the manner indicated:

Via Hand Delivery:

Sheldon K. Rennie
Michael G. Menkowitz
Fox, Rothschild LLP
919 North Market Street, Suite 1300
Wilmington, DE 19801-3046

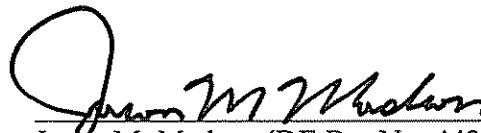
Via First Class Mail:

Stephen M. Rathkopf
David R. King
Herrick Feinstein LLP
2 Park Avenue
New York, NY 10016-9301

Paul C. Saunders
Daniel Slifkin
Michael A. Paskin
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 8th Avenue
New York, NY 10019

Philip D. Anker
James H. Millar
Wilmer Cutler Pickering Hale and Dorr LLP
399 Park Avenue
New York, New York 10022

Craig T. Goldblatt
Danielle Spinelli
Wilmer Cutler Pickering Hale and Dorr LLP
2445 M. Street N.W.
Washington, D.C. 20037

A handwritten signature in black ink, appearing to read "Jason M. Madron", is written over a horizontal line.

Jason M. Madron (DE Bar No. 4431)